

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

NETWORK-1 TECHNOLOGIES, INC.

Plaintiff,

vs.

ALCATEL-LUCENT USA INC., ET AL.,

Defendants.

CASE NO. 6:11-cv-492-RWS-KNM

JURY TRIAL DEMANDED

NETWORK-1 AND HP'S PROPOSED VERDICT FORM¹

Please follow the directions provided throughout this form. Your answer to each question must be unanimous. In answering the questions, you are to follow all of the instructions I have given you in the Court's jury instructions.

¹ For disputed provisions, Network-1's proposals are in **burgundy**, and HP's proposals are in **blue**.

Question 1

Did Network-1 prove by a preponderance of the evidence that HP infringed the following independent claims of the '930 patent?

Please answer "yes" (for Network-1) or "no" (for HP).

'930 patent claim	Answer Yes or No
Claim 6	
Claim 20	
Claim 22	

If you answered "yes" to claim 6, please answer "yes" or "no" for the following dependent claims. Otherwise, do not answer for the following claims.

'930 patent claim	Answer Yes or No
Claim 13	
Claim 14	
Claim 17	

Question 2

Did HP prove by clear and convincing evidence that any of the following claims of the ‘930 patent is invalid? Please answer “yes” (for HP) or “no” (for Network-1).

‘930 patent claim	Answer Yes or No
Claim 6	
Claim 13	
Claim 14	
Claim 17	
Claim 20	
Claim 22	

Question 3

Answer question no. 3 if you have found at least one claim to be infringed and valid. Otherwise, do not answer the remaining questions.

What amount is Network-1 entitled to recover for HP’s infringement of the ‘930 patent?

\$ _____

Question 4

Did HP prove by a preponderance of the evidence that [HP's Proposal: Network-1 breached its contract to license the '930 patent on reasonable and non-discriminatory terms] [Network-1 Proposal: Network-1 is liable to HP for breach of contract based on the 2003 Letter of Assurance]?

Answer YES or NO: _____

Question 5

Answer question no. 5 only if you answered "yes" to question no. 4. Otherwise, do not answer question no. 5.

What amount is HP entitled to recover for Network-1's breach of contract?

\$_____

Signed this ____ day of November, 2017.

Jury Foreperson